Memorandum of Understanding Between the General Services Administration And the National Federation of Federal Employees (NFFE)

Payment of Non-SES Performance Awards to NFFE BUEs for Performance Year ending 9/30/15

The U.S. General Services Administration (GSA or the Agency) and NFFE GSA Council (NFFE or the Union), together referred to as "the Parties," hereby enter into the following Memorandum of Understanding (MOU) applicable for awards and recognition for NFFE-represented GSA employees for the Performance Year ending September 30, 2015:

1. For the Performance Year which ended September 30, 2015 (FY 2015), no organizational performance awards (OPAs) will be paid, because of budgetary considerations and consistent with the negotiated agreement.
2. Payment of Individual Performance Awards (IPAs) in FY2015 will be treated consistently enterprise-wide, across the organizations and the regions.
3. For FY2015 GSA will pay employees receiving a summary rating of Level 5 (who do not receive a QSI) an IPA of 1.75% of adjusted basic annual pay [includes locality pay] and employees receiving a summary rating of Level 4 an IPA of .875% of adjusted basic annual pay. In addition, based on employee preference, a time-off award option in lieu of cash awards in the amounts of 36 hours for Level 5 ratings and 18 hours for Level 4 ratings. The above is based on the government-wide .96% cap on non-SES salaries as of 9/30/15 and sets aside a small carve-out of .05% for the Special Act Awards to be paid out in FY2016.
4. For FY2015, GSA will provide to employees who receive a "High Level 3" rating an IPA of 6.0 hours of time-off, without charge to leave. "High Level 3" is defined to apply to GSA employees receiving a summary rating of Level 3, with one or more critical elements with a weighting of 15% or greater rated at Level 4 or Level 5.
5. Eligibility for Quality Step Increases (QSIs) will be limited to those GSA employees who have received a GSA summary rating of Level 5, for at least the last two years, and are expected to maintain that performance level into the future. QSIs are in lieu of cash or time-off awards.
6. Eligible payouts for Special Act Awards to be paid out in FY2016 for GSA employees will be limited based on budget availability to a small carve-out of .05% of the total awards budget for that year, to be calculated as .96% of salaries of non-SES employees on-board as of 9/30/15.
7. Management has ensured the fair and equitable distribution of award dollars, including QSIs, within given awards pools, by establishing clear, enterprise-wide standards and criteria for FY2015 ratings and award payouts, by issuing guidance on administering those standards, and by ensuring the process is consistent with Agency policy and negotiated agreements.
8. These express terms represent all the terms and conditions agreed to by the Parties for awards to NFFE-represented GSA employees for FY2015 (and FY2016, for Special Act Awards as referenced in paragraph 6) and may only be modified by mutually-signed written agreement confirming such modifications.
9. To begin negotiations for awards and recognition for the Performance Year ending September 30, 2016 no later than October 2016.

10. To provide NFFE the opportunity to participate in the Monetary and Non-monetary awards working group for the Performance Year ending September 30, 2016.
11. Any alleged breach of this MOU shall be enforceable only through the negotiated grievance and arbitration provisions of the Parties' collective bargaining agreement (CBA).
12. This MOU shall become effective when signed by both Parties and shall expire once performance awards to NFFE-represented GSA employee's payable under its terms have been paid out, provided that no timely and proper grievance has been filed to challenge application of the MOU, or that such challenge has been resolved.

For the Union:
[redacted] 2/10/16
Rakaia Jackson Dated:
NFFE GSA Council President

For the Agency:
[redacted] 2/10/16
Antonia T. Harris Dated:
Chief Human Capital Officer
Office of Human Resources Management